CHITALDRUG DISTRICT.

Notification dated 16th October 1930.

Tenders are invited for the purchase of the exclusive right of collecting the Minor Forest Produce, Honge Seeds and Leaves and Tupra Leaves standing on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved lands and Plantations up to end of June 1932 in all the Taluks of this District with the exception of the right of collecting Honge Seeds and Leaves and Tupra leaves of Chitaldrug Taluk, so as to reach the District Forest Officer, Chitaldrug, not later than 12 noon on 3rd November 1930.

N.B.—Tenders may be given Talukwar separately.

Remarks.—Excludes the produce of Inam, Jodi, Koyamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals as well as Village "Amarayi" which is sold separately by the Amildar in the Revenue Department.

Village Amarayi consists of the following kinds of produce found in the assessed waste, gomal, kharab lands, gavatana and other lands set apart for communal purposes:—

(1) Hunse, (2) Mavu, (3) Seege, (4) Cocoanut, (5) Hippe, (6) Nerlu, (7) Halsu, (8) Jali, (9) Honge seeds and leaves, and (10) Byala.

N.B.—The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of produce.

Tamarind fruit	Kan cardamom	Chilldabija
Seege kayi	Mrsani buds	Chagachebija
Gum	Halamaddi	Guggala
Honey	Hulgal seeds	Nim seeds
Bees-wax	Cinnamon seeds	Cashewnut
Kapilarang	Vetehuli	Pappalichakke
Gerubija or marking nut	Bende fibre	Hippe seeds
Wood apple	Wild olive	Mango fruits
Lichens	Silk cotton	Kalluhuvu
Maradipoppu or charpoppu	Kirichal (State Forest)	Makliberu (State Forest)
Horns	Pith	Sogadeberu do
Hides	Linseed	Kakkekayi
Tarikayi	Bolar bark	Somechekke
Kanchagache	Pot stone	Lebi fruit
Gallnut	Rampatre or kampatre	Inglara
Antavaladakai	Jungle saffron	Nili seeds
Guricharlue	Patanga	Nux-vomica
Wild castor seeds	Bones	Honge leaves and seeds
Kan pepper	Maddi	Tupra leaves

2. Each tender should be in a sealed cover superscribed "Tender for the purchase Minor Forest Produce" and should be accompanied by a deposit of Rs. 100 (one hundr) only) in currency notes which will be returned in the case of unsuccessful tenderers. Each tenderer should produce a solvency certificate from the Amildar of the Taluk in which he resides.

3. Tenders from defaulters on account of previous leases will not be accepted.

4. The highest tenderer shall ordinarily be the purchaser.

5. The District Forest Officer or the Conservator of Forests reserves to himself the right to accept or reject the highest or any other tender without assigning any reason therefor.

6. The names of accepted tenderers will be put up on the notice board of the District Forest Officer, Chitaldrug, and this must be accepted as sufficient intimation of the fact.

7. Within three days of the acceptance of the tender, the purchaser shall pay into the Government Treasury, one quarter of the total sale amount including the deposit already made together with the local, railway and other cesses on the entire lease amount at the rates prevailing in the District. In default the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government right but will have no claims to any surplus accruing therefrom. Such losses will be recoverable as an arrear of Land Revenue.

8. Within three days of the acceptance of the tender, the successful tenderer shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer in a stamped paper of proper value procured at his own cost, and also furnish security deposit of Rs. 500 or one quarter of the sale amount whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit, in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the Amildar and the sureties shall be held responsible for all

9. The balance of three-fourths of sale amount will be paid in three equal instalments as follows :—

First khist on or before 1st January 1931.
Second do 1st April 1931.
Third do 1st July 1931.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law in force for the time-being. Interest at 9 per cent per annum will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

Further conditions to be entered in the agreement are :—

(a) The lessee, his mastries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(b) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(c) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sub-let it without previous sanction.

(d) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(e) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(f) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of the produce collected and carted during the month.

(g) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest forms 84 and 85 shall be used.

(h) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(i) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1932, all the produce collected and stored under the terms of the lease.

(j) Neither the lessee nor sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(k) No collection of the minor forest produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(l) The lessee or sub-lessee shall not interfere with the recognised rights of inamdars.

(m) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village Amarai as detailed in para 1 above.

(n) No damage will be caused to the trees while collecting the minor forest produce; any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(o) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

10. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forests, Shimoga, or the Chief Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue.